



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Agenda

### Town Council

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Tuesday, February 10, 2026

6:30 PM

Council Chambers

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#### Regular Meeting

[Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting](http://www.erieco.gov/CouncilMeeting)

#### I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

#### II. Roll Call

#### III. Approval of the Agenda

#### IV. Consent Agenda

6:30-6:35 p.m.

[2026-115](#) Approval of the January 20, 2026 Town Council Special Meeting Minutes

**Attachments:** [01-20-2026 Council Special Meeting Minutes](#)

[2026-114](#) Approval of the January 27, 2026 Town Council Meeting Minutes

**Attachments:** [01-27-2026 Council Minutes](#)

[2026-65](#) Black History Month 2026 Proclamation; Sponsors Council Members Emily Baer and Brian O'Connor

**Attachments:** [Proclamation](#)

[2026-21](#) School Resource Officer Appreciation Day Proclamation; Sponsors Council Members Brian O'Connor and Anil Pesaramelli

**Attachments:** [Proclamation](#)

[2026-85](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Collab Architecture for the Feasibility Study for a Future Recreation Campus Project

**Attachments:** [Resolution 26-024](#)  
[Professional Services Agreement](#)

[2026-63](#) A Resolution of the Town Council of the Town of Erie to Purchase Modules and Lamp Upgrades from Trojan Technologies for the North

## Water Reclamation Facility

**Attachments:** [Resolution 26-028](#)  
[Agreement](#)

[2026-102](#) A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Agreement for Professional Services with Brothers Redevelopment, Inc.

**Attachments:** [Resolution 26-029](#)  
[Brothers Redevelopment Signed Amend-Extend](#)  
[Brothers Redevelopment, Inc. - Agreement for Professional Services - Executed](#)  
[#24-4 Erie Home Rehab Subrecipient Agreement](#)

[2026-96](#) An Ordinance of the Town Council of the Town of Erie Organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget

**Attachments:** [Ordinance 005-2026](#)

#### V. Public Comment On Non-Agenda and Consent Items only.

6:35-6:45 p.m.

*(This agenda item provides the public an opportunity to discuss items that are not on the agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)*

#### VI. General Business

[2026-97](#) PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 10-6-12 of the Erie Municipal Code and Amending Definitions Related Thereto, All Regarding Sign Regulations

**Attachments:** [Staff Report](#)  
[Staff Presentation](#)  
[Signed Planning Commission Resolution](#)  
[Draft Ordinance 004-2026](#)  
[Current Sign Code](#)

6:45-7:05 p.m.

Presenter(s): Melinda Helmer, Business Operations Coordinator

#### VIII. Councilmember Reports and Announcements

7:05-7:20 p.m.

#### IX. Executive Session

[2026-117](#) EXECUTIVE SESSION: 1) to determine positions relative to matters

that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session; and 2) to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning the Town Manager's evaluation and contract

7:20-8:50 p.m.

## X. Adjournment

8:50 p.m.

*(The Town Council's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)*

## Translation Services

*Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should email the Town Clerk's Office at [TownClerk@ErieCO.gov](mailto:TownClerk@ErieCO.gov) or call 303-926-2710. Please submit requests at least 48 hours prior to the meeting.*

*Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al [TownClerk@ErieCO.gov](mailto:TownClerk@ErieCO.gov) o 303-926-2710. Por favor envíe sus solicitudes al menos 48 horas antes de la reunión.*



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-115, **Version:** 1

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**SUBJECT:**

Approval of the January 20, 2026 Town Council Special Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

NA

**POLICY ISSUES:**

NA

**STAFF RECOMMENDATION:**

Approve the minutes from the January 20, 2026 Town Council Special Meeting.

**SUMMARY/KEY POINTS**

NA

**BACKGROUND OF SUBJECT MATTER:**

NA

**ATTACHMENT(S):**

1. 01-2026 Council Special Meeting Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, January 20, 2026

8:45 PM

Council Chambers

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#### Special Meeting

**Link to Watch or Comment Virtually: [www.erieco.gov/CouncilMeeting](http://www.erieco.gov/CouncilMeeting)**

#### I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 8:50 p.m.

#### II. Roll Call

**Present:** 7 - Mayor Moore, Mayor Pro Tem Bell, Councilmember Pesaramelli, Councilmember O'Connor, Councilmember Baer, Councilmember Mortellaro, and Councilmember Hoback

#### III. Approval of the Agenda

**Mayor Pro Tem Bell made a motion to approve the Agenda. Councilmember O'Connor seconded the motion. The motion passed by the following vote at 8:52 p.m.**

**Ayes** 7 - Mayor Moore  
Mayor Pro Tem Bell  
Councilmember Pesaramelli  
Councilmember O'Connor  
Councilmember Baer  
Councilmember Mortellaro  
Councilmember Hoback

#### IV. Public Comment

Mayor Moore opened Public Comment at 8:52 p.m.

With no speakers in person or online virtually, Mayor Moore closed Public Comment at 8:52 p.m.

#### V. Executive Session

[2026-76](#)

EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for

which a topic cannot be disclosed without compromising the purpose of the executive session

**Mayor Pro Tem Bell made a motion to go into Executive Session.**

**Councilmember O'Connor seconded the motion. The motion passed by the following vote at 8:54 p.m.**

**Mayor Moore stated that the meeting would adjourn at the end of Executive Session.**

- Ayes** 7 - Mayor Moore  
Mayor Pro Tem Bell  
Councilmember Pesaramelli  
Councilmember O'Connor  
Councilmember Baer  
Councilmember Mortellaro  
Councilmember Hoback

## **VI. Adjournment**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-114, **Version:** 1

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**SUBJECT:**

Approval of the January 27, 2026 Town Council Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

NA

**POLICY ISSUES:**

NA

**STAFF RECOMMENDATION:**

Approve the minutes from the January 27, 2026 Town Council Meeting.

**SUMMARY/KEY POINTS**

NA

**BACKGROUND OF SUBJECT MATTER:**

NA

**ATTACHMENT(S):**

1. 01-27-2026 Council Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, January 27, 2026

6:45 PM

Council Chambers

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or Immediately Following the Urban Renewal Authority Meeting

**Link to Watch or Comment Virtually: [www.erieco.gov/CouncilMeeting](http://www.erieco.gov/CouncilMeeting)**

#### I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:42 p.m.

#### II. Roll Call

Councilmember Pesaramelli arrived at 7:04 p.m.

**Present:** 7 - Mayor Moore, Mayor Pro Tem Bell, Councilmember Pesaramelli, Councilmember O'Connor, Councilmember Baer, Councilmember Mortellaro, and Councilmember Hoback

#### III. Approval of the Agenda

**Mayor Pro Tem Bell made a motion to approve the Agenda. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 6:42 p.m.**

**Ayes** 6 - Mayor Moore  
Mayor Pro Tem Bell  
Councilmember O'Connor  
Councilmember Baer  
Councilmember Mortellaro  
Councilmember Hoback

**Absent** 1 - Councilmember Pesaramelli

#### IV. Consent Agenda

[2026-19](#)

A Resolution of the Town Council of the Town of Erie Approving the Amendment to the Intergovernmental Agreement Dated January 1, 2021 for Law Enforcement Dispatch Services Between the Boulder County Sheriff's Office and the Town of Erie Police Department

**Attachments:** [Resolution 26-018](#)  
[Exhibit A IGA Amendment](#)  
[IGA Original](#)

- [2026-42](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement Task Order for Kimley-Horn and Associates for Design Services for Morgan Hill Neighborhood Park
- Attachments:** [Resolution 26-023](#)  
[Morgan Hill Neighborhood Park Concept Plan](#)  
[Task Order](#)
- [2026-41](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement Task Order for Kimley-Horn and Associates for Design Services for Compass Neighborhood Park
- Attachments:** [Resolution 26-022](#)  
[Compass Neighborhood Park Concept Plan](#)  
[Task Order](#)
- [2026-43](#) A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Construction Contract with A&M Renovations LLC for the Rehabilitation of the Schofield Barn
- Attachments:** [Resolution 26-019](#)  
[Original Contract](#)  
[1st Amendment](#)  
[2nd Amendment](#)
- [2026-7](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with GLH Construction, LLC, for the Colliers Hill Detention Pond Improvements.
- Attachments:** [Resolution 26-005](#)  
[Vicinity map](#)
- [2026-52](#) A Resolution of the Town Council of the Town of Erie Accepting Dedications as shown on the Final Plat for the Erie Four Corners Subdivision Filing No. 1, Amendment No. 4
- Attachments:** [Resolution 26-021](#)  
[Erie Four Corners Subdivision Filing No. 1 Amendment 4](#)
- [2026-73](#) A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Agreement for Professional Services with Civil Resources, LLC for Final Design Services for the Boulder Creek Diversion Structure and Pipeline Conveyance Project
- Attachments:** [Resolution 26-020](#)  
[Second Amendment](#)

**Councilmember Mortellaro made a motion to approve the Consent Agenda. Councilmember Baer seconded the motion. The motion passed by the following vote at 6:44 p.m.**

**Ayes** 6 - Mayor Moore  
Mayor Pro Tem Bell  
Councilmember O'Connor  
Councilmember Baer  
Councilmember Mortellaro  
Councilmember Hoback

**Absent** 1 - Councilmember Pesaramelli

#### **V. Public Comment On Non-Agenda and Consent Items only.**

Mayor Moore opened Public Comment at 6:44 p.m.

The following spoke:

1. Rose Murphy spoke about E-Bicycles.
2. John Murphy spoke about E-Bicycles.
3. Lyle Withams spoke about E-Bicycles.
4. John Rondash spoke about the flooding at the KB homes on the Lafferty Property.
5. Meg Noffsinger spoke about the flooding at the KB homes on the Lafferty Property.
6. Joseph Fott spoke about the Collier's Hill Detention Pond.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 7:02 p.m.

#### **VI. General Business**

[2026-51](#)

PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving the Canyon Creek Filing No. 11 Preliminary Plat with Conditions

- Attachments:** [Resolution 26-009](#)  
[Staff Report](#)  
[Staff Presentation](#)  
[Applicant Presentation](#)  
[Planning Commission Resolution P25-13](#)  
[Applicant Response To Planning Commission Comments](#)  
[Applicant Submittal & Referral Comments Combined](#)  
[Neighborhood Meeting Summary & Affidavit of Posting](#)  
[Proposed Canyon Creek Filing No. 11 Preliminary Plat](#)  
[Recorded Canyon Creek PD Amendment No. 10](#)  
[PC Affidavit of Public Hearing Notice](#)  
[9-17-2025 PC Minutes](#)  
[TC Posting and Mailing Affidavits](#)  
[TC Published Notice](#)

Mayor Moore opened the Public Hearing at 7:04 p.m.

Chris LaRue, Principal Planner, presented the item at 7:04 p.m.

Ziggy Files, Associate Principal Terracina Design, presented a presentation at 7:13 p.m.

Dan Galasso, Vice President of Land Acquisition & Development Tri Pointe Homes, also spoke regarding the project.

Brian Horan, Galloway Transportation Team Manager Principal, and David Theisen PE, LIA Senior Project Manager Land Development, were available to answer questions as needed.

With no speakers in house or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 7:53 p.m.

**Mayor Pro Tem Bell made a motion to approve Resolution 26-009. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 7:55 p.m.**

- Ayes** 7 - Mayor Moore  
 Mayor Pro Tem Bell  
 Councilmember Pesaramelli  
 Councilmember O'Connor  
 Councilmember Baer  
 Councilmember Mortellaro  
 Councilmember Hoback

[2026-78](#)

An Ordinance of the Town Council of the Town of Erie Adding a New Section 6-11-20 to the Erie Municipal Code to Regulate the Operation of Electric-Assisted Bicycles

**Attachments:** [Ordinance 002-2026](#)

Lee Mathis, Chief of Police, presented the item at 7:56 p.m.

Breena Meng, Town Attorney, was available to answer questions as needed.

**Councilmember Mortellaro made a motion to approve Ordinance 002-2026. Councilmember Hoback seconded the motion. The motion passed by the following vote at 8:12 p.m.**

**Ayes** 7 - Mayor Moore  
 Mayor Pro Tem Bell  
 Councilmember Pesaramelli  
 Councilmember O'Connor  
 Councilmember Baer  
 Councilmember Mortellaro  
 Councilmember Hoback

[2026-79](#)

An Ordinance of the Town Council of the Town of Erie Restricting Open Burning in the Town

**Attachments:** [Ordinance 003-2026](#)  
[Existing Code 6-6-15--Fire-setting](#)

Lee Mathis, Chief of Police, presented the item at 8:14 p.m.

Breena Meng, Town Attorney, was available to answer questions as needed.

**Councilmember Hoback made a motion to approve Ordinance 003-2026. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 8:22 p.m.**

**Ayes** 6 - Mayor Moore  
 Mayor Pro Tem Bell  
 Councilmember Pesaramelli  
 Councilmember Baer  
 Councilmember Mortellaro  
 Councilmember Hoback

**Nayes** 1 - Councilmember O'Connor

## VII. Councilmember Reports and Announcements

Councilmembers noted the passing of MJ Adams (former staff member); the Town of Erie's credit was upgraded to a AAA rating; there is a partial government shutdown possible on Friday, January 30; Julian Jacquin, Town Manager Fleming, and the Mayor presented a State of the Town this morning at the Erie Chamber of Commerce.

## VIII. Executive Session

[2026-92](#)

EXECUTIVE SESSION to hold a conference with the Town's water counsel to determine a position relative to water matters, including discussion related to the Town's water supply development and growth, that may be subject to negotiations and instruct negotiators pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's water counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), related to water supply strategies

**Mayor Pro Tem Bell made a motion to go into Executive Session. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 8:33 p.m.**

**Mayor Moore announced that the meeting would adjourn at the end of the Executive Session.**

- Ayes** 7 - Mayor Moore  
Mayor Pro Tem Bell  
Councilmember Pesaramelli  
Councilmember O'Connor  
Councilmember Baer  
Councilmember Mortellaro  
Councilmember Hoback

## IX. Adjournment



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-65, **Version:** 1

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**SUBJECT:**

Black History Month 2026 Proclamation; Sponsors Council Members Emily Baer and Brian O'Connor

**DEPARTMENT:** Human Resources

**PRESENTER(S):** Kat Hazel-Shimko, Human Resources Business Partner  
Council Member Emily Baer, Sponsor  
Council Member Brian O'Connor, Sponsor

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

Town Council can approve proclamations for any chosen issue or item.

**STAFF RECOMMENDATION:**

Approve the Proclamation

**SUMMARY/KEY POINTS**

- Honors Black History Month by recognizing the enduring contributions, leadership, and achievements of Black Americans through our nation's history.
- Acknowledges the essential role Black individuals play in strengthening the workforce, public service, and community life.
- Reaffirms the Town's commitment to equity, inclusion, and opportunity through continued education, reflection, and community engagement.

**BACKGROUND OF SUBJECT MATTER:**

Each February, Black History Month is observed to honor the history, achievements, and contributions of Black Americans. Formally recognized at the national level in 1976, the observance provides an opportunity for the Town to acknowledge the essential role Black individuals play on the workforce and community, while reaffirming its commitment to equity, inclusion, and opportunity for all.

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**File #:** 2026-65, **Version:** 1

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**ATTACHMENT(S):**

1. Proclamation



## **Black History Month 2026 Proclamation**

**Whereas**, Black History Month is observed each February to recognize and celebrate the rich history, culture, achievements, and contributions of Black Americans who have shaped our nation’s past, present, and future; and

**Whereas**, the experience, resilience, and leadership of Black individuals have been foundational to the advancement of civil rights, democracy, education, science, labor the arts, and social programs in the United States; and

**Whereas**, acknowledging Black history strengthens our collective understanding, fosters empathy, and reinforces our shared responsibility to promote equity, inclusion, and justice for all; and

**Whereas**, Black History Month provides an opportunity to reflect on both the profound accomplishments of Black Americans and the historical and ongoing inequity that continues to impact Black communities; and

**Whereas**, this year’s theme, "A Century of Black History Commemorations" celebrate 100 years of organized Black history observances, tracing the evolution from Dr. Carter G. Woodson’s inaugural Negro History Week in 1926 to today’s nationally recognized Black History Month; and

**Whereas**, recognizing the essential contributions of Black employees across public service, private industry, and community organizations affirms the importance of equitable workplaces that value diversity, dignity, and opportunity for all workers; and

**Whereas**, in February 1976, President Gerald R. Ford called upon the American people to observe Black History Month by honoring the enduring and frequently underrecognized accomplishments of Black Americans across all fields and throughout the nation’s history”.

**Now, therefore**, the Town Council of Erie does hereby proclaim Black History Month be celebrated February 1-28, 2026, and we call upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

**Dated this 10<sup>th</sup> day of February 2026.**

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Andrew J. Moore, Mayor

Attest:

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Debbie Stamp, Deputy Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-21, **Version:** 1

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**SUBJECT:**

School Resource Officer Appreciation Day Proclamation; Sponsors Council Members Brian O'Connor and Anil Pesaramelli

**DEPARTMENT:** Police

**PRESENTER(S):** Lee Mathis, Chief  
Brian O'Connor, Council Sponsor  
Anil Pesaramelli, Council Sponsor

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**POLICY ISSUES:**

Town Council may sponsor and approve proclamations.

**STAFF RECOMMENDATION:**

Approve proclamation.

**SUMMARY/KEY POINTS**

- The School Resource Officers embrace a triad concept of school policing: serving in informal counseling, education, and law enforcement roles to support students and the Town of Erie community.

**BACKGROUND OF SUBJECT MATTER:**

The National Association of School Resource Officers (NASRO) has designated Feb. 15, 2026 as School Resource Officer Appreciation Day.

**ATTACHMENT(S):**

1. Proclamation



## School Resource Officer Appreciation Day Proclamation

**Whereas**, the safety and well-being of our youth are of utmost importance; and

**Whereas**, recognizing the vital role School Resource Officers play in fostering a positive and secure learning environment for students across the nation and in our community; and

**Whereas**, the day of Feb. 15, 2026 provides an opportunity to express gratitude and appreciation for the dedicated efforts of School Resource Officers in safeguarding our schools.

**Now, therefore**, be it resolved that the Town Council hereby declares February 15, 2026 as "National School Resource Officer Appreciation Day" and urges all residents to acknowledge and appreciate the invaluable contributions of School Resource Officers in enhancing the safety and security of our schools.

**And be it further resolved** that the Town Council encourages local schools, parents, and community members to engage in events and initiatives promoting understanding and awareness of the positive impact School Resource Officers have on the educational experience of our students.

Dated this 10<sup>th</sup> day of February 2026

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Andrew J. Moore, Mayor

ATTEST:

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Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

**File #:** 2026-85, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Collab Architecture for the Feasibility Study for a Future Recreation Campus Project

**DEPARTMENT:** Parks & Recreation

**PRESENTER(S):** Luke Bolinger, Director of Parks & Recreation

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$188,724 and a contingency of \$11,276 for an amount not to exceed \$200,000
Balance Available:	\$210,000
Fund	General Fund
Line Item Number:	100-50-110-560100-000000
New Appropriation Required:	No

**POLICY ISSUES:**

Town Council must approve expenditures of this amount according to the Town Charter.

**STAFF RECOMMENDATION:**

Approve the resolution.

**SUMMARY/KEY POINTS**

- This resolution authorizes staff to proceed with the selected consultant to begin planning for Erie’s second community campus, including community engagement (scheduled with thoughtfulness to the Erie Community Center expansion outreach), preliminary design concepts, and order-of-magnitude cost estimating.
- The 25-acre site in Colliers Hill was dedicated to the Town for use as a community park intended to address identified gaps in recreational opportunities for Erie residents.
- Completion of the study will provide the Town with a comprehensive, site-specific plan, including capital, operational, and maintenance cost estimates to inform future policy decisions, project phasing, and funding strategies.
- This work will be timed to provide the concept and cost information needed if Council wants

to place a bond measure to fund a future recreation campus on the Nov. 2027 or Nov. 2028 ballot, and to not undermine potential voter support if polling results show voters would likely support a 2026 bond measure to fund renovation and expansion of Erie Community Center.

**BACKGROUND OF SUBJECT MATTER:**

As part of the Colliers Hill development, the developer dedicated approximately 25 acres of land to the Town for the future development of Erie’s second community park. The site is located directly west of Erie High School and Soaring Heights Elementary at the southeast corner of Colliers Parkway and Weld County Road 5.



Since that dedication, the Town’s continued population growth and increasing demand for recreation space, programs, and services prompted the need to advance planning for this site. The property presents a significant opportunity to accommodate a mix of outdoor amenities, such as lighted athletic fields, courts, and playgrounds, as well as to explore the potential for future indoor recreation facilities that could support year-round programming. Given the size of the site and the long-term implications related to programming, operations, phasing, and capital investment, staff determined a structured planning effort supported by a multi-disciplinary team is necessary.

Based on Council’s expressed interest in exploring a second community campus, in November 2025, staff issued a Request for Proposals (RFP) to identify a qualified consultant with experience in large-scale recreation site planning and community engagement. The Town received 12 proposals. Following a thorough review, staff interviewed the top three firms and, based on their experience engaging communities on complex recreation projects and their ability to evaluate both outdoor and indoor amenity options within a single site, staff selected Collab Architecture as the recommended consultant.

If Council approves awarding the contract, staff will issue a notice of award and hold a project kickoff meeting with Collab Architecture and their team to confirm the project schedule, define roles and responsibilities, and identify community engagement strategies and key milestones. The consultant will deliver a comprehensive site and program plan that outlines recommended amenities, phasing options, order-of-magnitude cost estimates, and operational considerations to inform future Council decisions and potential funding strategies. This work will be timed to provide the concept and cost information needed if Council wants to place a bond measure to fund a future recreation campus on the Nov. 2027 or Nov. 2028 ballot, and to not undermine potential voter support if polling results show voters would likely support a 2026 bond measure to fund renovation and expansion of Erie Community Center.

**ATTACHMENT(S):**

1. Resolution
2. Professional Services Agreement

**Town of Erie  
Resolution No. 26-024**

**A Resolution of the Town Council of the Town of Erie Approving a  
Professional Services Agreement with Collab Architecture for the  
Feasibility Study for a Future Recreation Campus Project**

**Whereas**, the Town Council requires the professional services of Collab Architecture to conduct a feasibility study for a future recreation campus to serve Erie residents.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Professional Services Agreement for the Feasibility Study for a Future Recreation Campus Project with Collab Architecture is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

**Adopted this 10th day of February, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

## **Agreement for Professional Services**

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, LLC, an independent contractor with a principal place of business at 8217 Eastman Park Drive, Windsor, CO 80550 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$200,000, which includes a base amount of \$188,724 and a contingency of \$11,276. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Consultant. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Professional Responsibility**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

### **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

**VI. Independent Contractor**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

**VII. Insurance**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. Indemnification**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

### **IX. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.



## **Exhibit A Scope of Services**

### Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties associated with conducting a feasibility study for a future 25-acre recreation campus located near Weld County Road 5 and Colliers Parkway, as directed by the Town:

#### Staff, Community and Stakeholder Engagement:

- Consultant shall meet with Town staff on site to review possible amenities and/or constraints and receive direction regarding specific requirements.
- Consultant shall conduct outreach, research, and analysis to identify and evaluate community needs, priorities, and preferences for additional indoor and outdoor recreational amenities.
  - Engagement should include residents, representatives from Town advisory boards, partner organizations, and user groups to ensure a representative and equitable assessment.

#### Capacity and Timing Analysis:

- Consultant shall determine when the existing Erie Community Center and Erie Community Park are expected to reach capacity using participation data, demographic trends, and operational projections.
- Consultant shall establish a recommended timeframe for when an additional facility should come online to meet future demand.

#### Indoor Recreation Facility:

- Consultant shall develop several scope options addressing facility size, features, and cost if the study determines the need for an additional recreation facility.
  - Indoor amenities may include, but are not limited to, indoor sport courts, fieldhouse with turf area and support spaces, aquatics, fitness and wellness center, active adult space, licensed childcare, preschool and youth program space, flexible classrooms, or innovation/makerspace areas.

#### Outdoor Recreation Amenities:

- Consultant shall evaluate complementary outdoor amenities such as, but not limited to, lighted multi-use turf fields, soccer and baseball/softball fields, pickleball and tennis courts, basketball courts, playgrounds (including nature-

based and adaptive designs), restrooms, shelters, walking and biking trails, and potential community gathering spaces like amphitheaters, gardens, or splash pads.

#### Cost Estimation and Funding Readiness:

- Consultant shall provide preliminary construction cost estimates (order-of-magnitude level) for each facility and amenity option, including site preparation, building, utilities, and associated outdoor improvements. Include total project cost ranges appropriate for use in preparing a November 2026 ballot question, along with projected operating and maintenance costs and phasing options.
- Consultant shall provide high level conceptual drawings of recommended facility or amenity options. Concepts need to consider site access, parking, lighting, buffer requirements, setbacks, municipal code requirements, Town standards, site utilities, drainage, and pedestrian connectivity.
- Consultant shall prepare an operating pro forma detailing anticipated programming options, operational and maintenance costs for each alternative provided. The pro forma should also include an analysis of attendance estimates, fee structures, revenue generation projections, operation cost projections and long-term capital replacements/improvements.
- Consultant shall recommend and detail possible funding mechanisms and partnerships. Final report to be presented to the Town Council by staff and the Consultant.
- Consultant shall develop basic conceptual components for possible future recreation facility of above-mentioned components.
- Consultant shall research potential construction costs for possible expansion of above-mentioned components.
- Consultant shall research potential operational and maintenance costs for above-mentioned components.
- Consultant shall summarize financing options using existing community/customer surveys and other pertinent data.
- Consultant shall make any required modification to final study report based on input from above meetings.

#### Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

##### Feasibility Study Report:

- Consultant shall provide a comprehensive report summarizing study findings, community input, capacity analysis, facility concepts, financial analysis, and recommendations to support a 2026 ballot initiative.

Conceptual Plans and Visuals:

- Consultant shall provide two (2) conceptual site and facility layouts illustrating indoor and outdoor amenities, including floor plans, campus configurations, and cost ranges. Provide supporting graphics or renderings suitable for presentation.

Cost and Financial Analysis:

- Consultant shall provide capital and operating cost estimates for each concept, including lifecycle projections and summary of funding and phasing options.

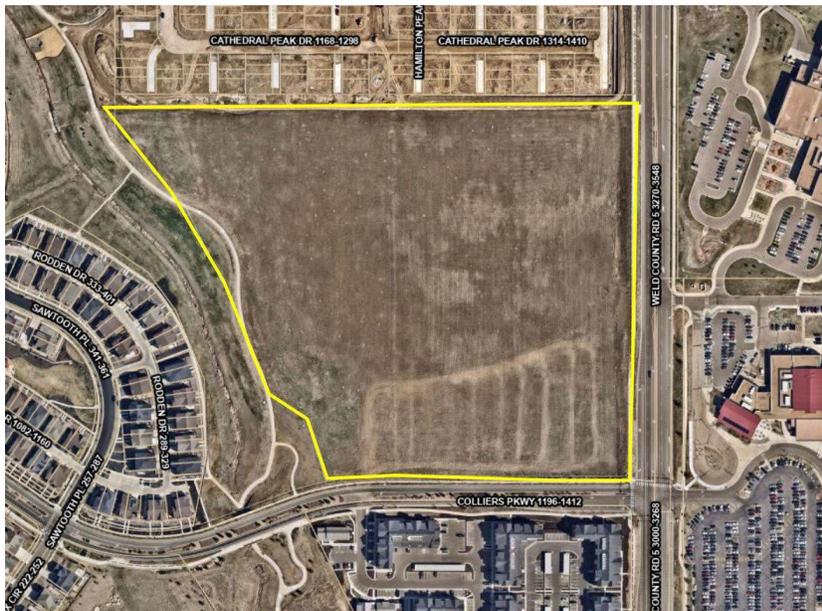
Funding and Implementation Strategy:

- Consultant shall provide recommended funding mechanisms, partnership opportunities, and a timeline supporting Town Council and ballot readiness.

Presentation and Submission Materials:

- Consultant shall provide presentation deck and summary materials for Town Council and community use, along with three (3) printed and bound copies and one (1) ADA-compliant digital version of the final report.
- Consultant shall attend two (2) Town Council meetings. One meeting shall be a study session and one meeting shall be a regular meeting to adopt the final report.

Future 25-Acre Recreation Campus Map:



The Services shall commence on the Effective Date and be completed by August 11, 2026.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-63, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie to Purchase Modules and Lamp Upgrades from Trojan Technologies for the North Water Reclamation Facility

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$152,779.60
Balance Available:	\$100,000.00
Fund	Wastewater Fund
Line Item Number:	510-75-110-605000-257516
New Appropriation Required:	Yes, \$52,779.60 requested in supplemental appropriation.

**POLICY ISSUES:**

N/A

**STAFF RECOMMENDATION:**

Approve resolution and additional funds of \$52,779.60, which will be appropriated at a supplemental budget hearing.

**SUMMARY/KEY POINTS**

- The current UV lamps are obsolete and will be discontinued in the coming years.
- The UV system is used to disinfect the effluent before it is discharged to Boulder Creek.
- If this purchase is approved, the additional \$52,779.60 in supplemental must be approved or sufficient funds will not be available.

**BACKGROUND OF SUBJECT MATTER:**

The Wastewater facility uses a Trojan 3000+ UV system to disinfect the effluent before it is discharged to Boulder Creek. The current UV lamps are obsolete and will be discontinued in the coming years. In order to stay ahead of this change, we recommend converting the UV modules to the stage 3 model. This UV system is proprietary, and any aftermarket/off-brand parts will void the

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**File #:** 2026-63, **Version:** 1

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warranty and could compromise treatment. The Trojan system has functioned well, and switching to another system at this point would be cost prohibitive. Therefore, it's in the best interest of the Town to purchase only Trojan brand parts to maintain the current system.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-028**

**A Resolution of the Town Council of the Town of Erie Approving an Agreement with Trojan Technologies Corporation for the Purchase of Upgraded Ultraviolet Treatment Systems**

**Whereas**, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Agreement with Trojan Technologies Corporation to upgrade its ultraviolet treatment systems.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Agreement with Trojan Technologies Corporation is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

**Adopted this 10th day of February, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

## **Agreement**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Trojan Technologies Corporation ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town is purchasing upgraded ultraviolet treatment modules ("the Equipment"); and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to provide the Equipment.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Contractor shall furnish all materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. No agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. Compensation**

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$152,779.60. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

B. Consistent with C.R.S. § 39-26-704, the Town shall be exempt from paying any taxes on the purchase of the Equipment.

### **IV. Responsibility**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. Contractor also warrants that the Equipment is in good and working condition.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

## **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## **VI. Independent Contractor**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## **VII. Insurance**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. Indemnification**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

### **IX. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By: \_\_\_\_\_

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Services**

### Contractor's Deliverables

In performance of the services described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- The TrojanUV3000Plus modules shall support the existing systems treatment objectives at Erie.
  - Peak Design Flow: 4.2
  - UV Transmittance: 65% (minimum)
  - Total Suspended Solids: Design tss mg/l (tss mg/l average basis, grab sample) – 30
  - Treatment limit: Design limit indicator organism per 100 ml, based on a day sample basis days of consecutive daily grab samples – 126
  - Design Dose: 30 mJ/cm<sup>2</sup> (bioassay validated)
- Trojan UV3000 Plus 2022 Module Configuration
  - Number of channels: 2
  - Total number of banks: 2
  - Number of UVI sensors: 1 per bank
  - Number of Modules per bank: 9
  - Number of Lamps per module: 8
  - Lamp spacing: 4"
  - Total number of Integra Integrated Lamp assemblies: 144 lamps
- Equipment warranties:
  - Contractor warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.

- Contractor warrants UV lamps for 12,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation. If a lamp fails prior to 9,000 hours of use, new lamp is provided at no charge.
  - Contractor warrants electronic ballasts for 5 years, pro-rated after 1 year.
- Support and service: Contractor shall provide technical assistance at no cost 24/7 through a toll-free number provided to Town.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

**File #:** 2026-102, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Agreement for Professional Services with Brothers Redevelopment, Inc.

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Sarah Nurmela, AICP, Planning and Development Director

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	N/A
Balance Available:	N/A
Fund	Governmental Grants Fund
Line Item Number:	N/A
New Appropriation Required:	No

**POLICY ISSUES:**

Town Council will consider an extension to a contract with Brothers Redevelopment, Inc. to complete home repairs currently underway and planned for the Community Development Block Grant (CDBG)-funded Home Repair Program in Erie. This program focuses on addressing life safety and building code issues for existing manufactured homes, helping to maintain existing affordable housing stock in the community.

**STAFF RECOMMENDATION:**

Approve the resolution extending the agreement.

**SUMMARY/KEY POINTS**

- The Town of Erie entered a Subrecipient Agreement with Weld County for the CDBG funds on November 19, 2024, to fund the home repair program.
- Work is currently underway or planned for seven properties in Old Town Erie, with completion dates that will extend into 2026.

- Brothers Redevelopment, Inc. is amenable to an extension to the contract to facilitate completion of open projects.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie applied for grant funding under the Weld County Community Development Block Grant (CDBG) Program in 2024 to establish a Housing Rehabilitation Program for low/moderate income owner-occupants of mobile/manufactured homes in Old Town. Weld County awarded the Town with \$167,000 in grant funds to initiate the program. The Erie Housing Repair Program provides up to \$15,000 in funding per home to address health and safety issues, install needed accessibility improvements, and energy efficiency improvements.

The Town entered a CDBG Subrecipient Agreement with Weld County in November, 2024, to receive and administer the funds. This agreement was recently amended in December, 2025, to extend through September 30, 2026. The program is run by Brothers Redevelopment, Inc., with whom the Town of Erie contracted in February, 2025. Brothers Redevelopment, Inc. has experience in evaluating home repair needs, administering housing rehabilitation programs, and facilitating needed improvements.

Staff estimate that the CDBG grant funds will aid 10 homeowners in total with the allocated budget. Currently, seven homeowners are active in the program, with two currently undergoing repairs and five retaining contractor estimates and scheduling repairs. Extending the Professional Services agreement with Brothers Redevelopment, Inc. into mid 2026 will ensure the intended use of the CDBG funds. An extension of the contract with Brothers Redevelopment, Inc. is also required to continue administration of the program.

**ATTACHMENT(S):**

Add items in a numbered list OR delete this list and change to N/A.

1. Resolution 26-029
2. Amendment to Contract with Brothers Redevelopment, Inc.
3. Contract with Brothers Redevelopment, Inc.
4. Subrecipient Agreement with Weld County

**Town of Erie  
Resolution No. 25-XX**

**A Resolution of the Town Council of the Town of Erie Approving an  
Amendment to the Agreement for Professional Services with  
Brothers Redevelopment, Inc.**

**Whereas**, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to approve the Amendment to the Agreement for Professional Services with Brothers Redevelopment, Inc. to extend the completion date to September 30, 2026.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the Amendment to the Agreement for Professional Services with Brothers Redevelopment, Inc. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

**Adopted this 10<sup>th</sup> day of February, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**First Amendment to Agreement for Professional Services**  
**(CDBG Home Repair Program Administration)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Brothers Redevelopment, Inc., an independent contractor with a principal place of business at 2250 Eaton Street Garden Level Suite B, Edgewater, CO 80214 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on February 28, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, the Parties wish to amend the Agreement as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section II(A) of the Agreement entitled "Term, Termination, and Renewal" is hereby deleted in its entirety and replaced with:

"A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. Substantial Completion of the Work shall be accomplished by August 31, 2026, unless the period of Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished by September 30, 2026."

2. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

**Town of Erie, Colorado**

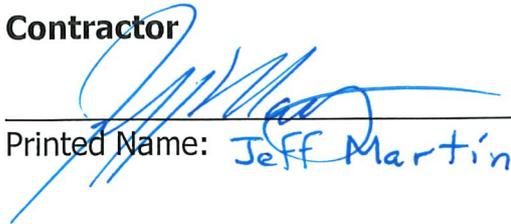
\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

Printed Name: Jeff Martinez



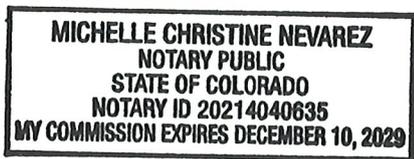
State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20 day of January, 2026, by Jeff Martinez as President of Brothers Redevelopment Inc

My commission expires: 12/10/29

(Seal)

Michelle Christine Nevarez  
Notary Public



**Agreement for Professional Services**  
**(CDBG Home Repair Program Administration)**

This Agreement for Professional Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of February, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Brothers Redevelopment, Inc., an independent contractor with a principal place of business at 2250 Eaton Street Garden Level Suite B, Edgewater, CO 80214 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. Scope of Services**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. Substantial Completion of the Work shall be accomplished by November 30, 2025, unless the period Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished by December 31, 2025.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed

prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

**III. Compensation**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$167,000, as set forth in **Exhibit A**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

**IV. Professional Responsibility**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

**V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

**VI. Independent Contractor**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

**VII. Insurance**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. Indemnification**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

## **IX. Warranty**

Contractor shall keep all work performed in good repair for a period of one year from the date of completion of each HRP Project, as defined in the Scope of Services. Upon written notice from the Town, Contractor shall correct any aspect of the work found not to be in good repair without further cost to the Town or the homeowner.

## **X. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

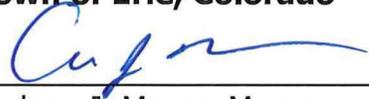
J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

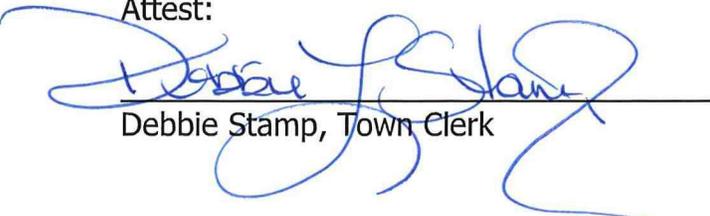
L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

  
\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

  
\_\_\_\_\_  
Debbie Stamp, Town Clerk



**Contractor**

By: *[Signature]*

State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28<sup>th</sup> day of February, 2025, by Jeffrey Michael Martinez as President of Brothers Redevelopment, Inc.

My commission expires: 05/30/27

(Seal)

*[Signature]*  
Notary Public

**MARTHA ISABEL AYALA BARRIENTOS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20234020211**  
**MY COMMISSION EXPIRES 05/30/2027**

## **Exhibit A Scope of Services**

### General:

During the term of this Agreement, Contractor shall rehabilitate 10 income-eligible, single-family, owner-occupied homes (each an "HRP Project" and collectively the "HRP Program"). In performance of the HRP Program, Contractor shall:

1. Work with the Town to update, review, and produce any necessary HRP Program administration documents;
2. Accommodate the needs of: non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials;
3. Perform homeowner application completeness review, and contact applicants to obtain any missing, incomplete, or outdated application documents;
4. Conduct application eligibility reviews for each submitted and fully complete application, and submit timely recommendations to the Town regarding the eligibility and viability of each project application;
5. Establish and maintain homeowner contact, conduct inspections, and determine scope of work with cost estimates;
6. Submit proposed work write-ups to the Town including materials to be used, standards to be met, items brought to code, cost estimates, any leverage amounts, and time estimates, and then obtain the homeowner's signature on the write-up;
7. Initiate, oversee, and coordinate the timeline for each HRP Project with other connected service providers;
8. Assign subcontractors who will perform each of the HRP Project repairs, but prior to hiring ensure, with documented dates, that all subcontractors have an active registration in the System of Award Management ("SAM"), are not currently debarred from receiving federal funds, and have all required licenses to work in the Town;
9. Verify and document all required permits, taxes, licensing, and property owner permissions;
10. Receive, track, and respond to complaints in a timely, courteous, and professional manner, consulting with the Town as needed;
11. Conduct required lead-based paint testing and remediation services, as required by law;
12. Conduct, supervise, and complete the work, including the interior and exterior property of the home, and any impacted neighboring properties, alleys, streets, curbs and gutters.

13. Participate in scheduled at least 2 on-site monitoring visits or desk reviews per year, conducted by the Town, to review performance, financial performance, and regulatory compliance;

14. Remain current on all related CDBG regulations and requirements;

15. Provide monthly updates to the Town.

16. Maintain an organized case file for each HRP Project throughout the duration of the HRP, including:

a. Complete homeowner application and eligibility verification documentation;

b. Cost estimates;

c. Homeowner approval of work to be performed and timelines;

d. Tier 1 Environmental Review approval number;

e. Tier 2 Notice to Proceed;

f. Licenses and permits;

g. Site visit/inspection reports, monitoring reports and progress reports;

h. Before and after photos,

i. Proof of coordination efforts with other service organizations and providers;

j. Change orders;

k. Subcontractor contracts and contact information;

l. Pertinent correspondence;

m. Documentation required under Section 3 of the Housing and Urban Development Act of 1968;

n. Lead-based paint testing documentation;

o. Hazardous materials testing, reporting, and disposal methods;

p. Invoices and supporting documentation;

q. HRP Project completion and release signed by homeowner; and

17. Upon completion of each HRP Project, provide to the Town a copy of each complete HRP file, and pursuant to 24 C.F.R. 570.506, retain records to demonstrate the program requirements have been met for a minimum of 5 years after the submission of the Consolidated Annual Performance and Evaluation Report (the "CAPER").

18. Maintain appropriate information on persons residing in the property, including any changes during the rehabilitation project, and any Uniform Relocation Act information on those displaced or temporarily relocated, pursuant to 24 C.F.R. 570.606 and 24 C.F.R. Part 24);

19. Provide access during regular business hours to authorized Town personnel and federal representatives to the HRP Project site and all records;

20. Implement and maintain reasonable security procedures and practices compliant with C.R.S. §§ 6-1-713.5(2)(a-b) and 24-73-102(2)(a-b) with respect to any personal identifying information, as defined C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), notify the Town within 24 hours if a security breach has occurred with regard

to any personal information, and conduct such investigation and provide such notice as required by law in the event of such breach;

21. Make every effort to contain all operations to the smallest area possible, ensuring that access from the street to the affected property is not restricted, except when the property owner is notified at least 24 hours in advance and it occurs at limited times during normal working hours, and not inhibiting the safe access to public facilities including without limitation parking lots, picnic shelters, playgrounds, streets, alleys, bike lanes, and pedestrian ways;

22. Return all areas which have been disturbed to their original grade, landscaping and condition, or better;

23. Locate disposal sites and make arrangements for disposal of all material removed from each HRP Project site, including concrete, asphalt, unsuitable or unstable trench material, and any other trash, rubbish, or debris;

24. Dispose of asbestos, lead and other hazardous materials in accordance with all applicable law, and shall promptly submit copies of the disposal manifests to the Town;

25. Furnish the necessary sanitary conveniences, properly secluded, for the use of workers during construction, and these conveniences shall be maintained in a manner that will be inoffensive and in compliance with federal, state, and local health and sanitation requirements;

26. Include acknowledgement of funding received by the Town from the Department of Housing and Urban Development ("HUD") in all HRP Program-related publications and outreach efforts, including without limitation publications funded with any award that might result pursuant to this solicitation;

27. Not solicit or apply for funds from any other source for the services already reimbursed or to be reimbursed under this Agreement; and

28. Ensure that, for activities located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

#### Expenditure Restrictions:

1. If HUD or another federal agency determines that any expenditure by Contractor was improper, inappropriate, or ineligible for reimbursement, Contractor shall reimburse the Town to the full extent of the disallowance.

2. Contractor shall assist the Town in the collection of data for the Integrated Disbursement and Information System ("IDIS"), which provides data to assess how housing and community development funds are being used. Town staff will enter the data provided by Contractor into the applicable IDIS and HUD Environmental Review Online System, which are used to develop, document and manage environmental reviews

and reports. Contractor shall provide the necessary data at least 14 days prior to the related report's due date to HUD, unless otherwise stated..

Required Forms:

1. *Project Performance Report Form.* Contractor shall complete a report, which summarizes the clients served, their household income, hazardous material compliance, and demographic information associated for each project completed. These reports are due with the completion of each HRP Project and shall be submitted with the Reimbursement Request and Progress Report form within 21 days of the associated HRP Project's completion. Reports may be scanned and sent by e-mail if Contractor's signature and date are on the document. Contractor shall keep original signatures in each individual HRP Project file.

2. *HRP Homeowner Approval Form.* Prior to receiving the Notice to Proceed for each HRP Project, Contractor shall provide a signed HRP Homeowner Approval Form.

3. *Program Completion Report.* Within 30 days of completion of the HRP Program, Contractor shall submit a Program Completion Report, which shall summarize the HRP Program and the goals achieved.

4. *CAPER.* By October 31<sup>st</sup> of each year, Contractor shall submit information related to the Town to complete the CAPER.

Program Limitations:

1. All of the HRP Projects shall be located in Old Town Erie, a map of which is attached hereto as **Exhibit B.**

2. Each home is limited to one HRP Project not to exceed \$15,000, and all recipient households must be Town residents who are homeowners who earn 80% or below of the Weld County Area Median Income, as published annually by HUD.

3. Funded repairs must be non-luxury and non-cosmetic, and must be related to health and safety, accessibility or energy efficiency.

Environmental Review:

1. No HRP Program funds may be obligated or spent until the Town has received written Tier 1 environmental clearance from HUD under 24 C.F.R. Part 58, and Contractor has received a Notice to Proceed from the Town.

2. The Town will prepare a Tier 1 Environmental Review for each year's HRP. Contractor shall provide the Town with required Tier 2 environmental review documentation for each approved HRP Project.

Compensation:

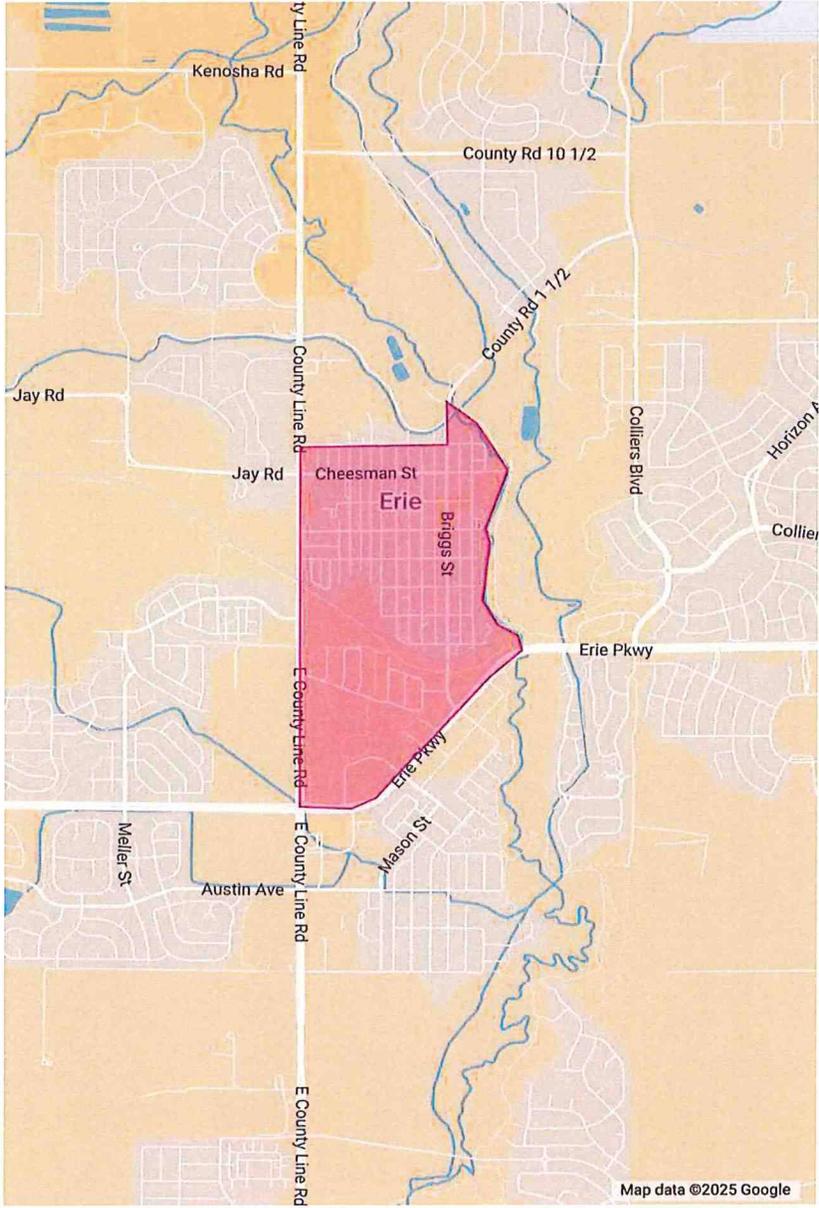
1. The Town shall pay Contractor up to \$150,000 for completion of HRP Projects, plus up to \$17,000 for administrative costs.

2. To receive payment for completed HRP Projects, Contractor shall submit invoices, using Town-approved forms, with detailed invoices. All reimbursement requests shall comply with CDBG accounting, administration, and records regulations.

3. The Town shall pay Contractor for administrative costs as follows: \$5,000 with 7 days of the Effective Date; \$1,000 at the completion of each HRP Project; and \$2,000 at the completion of the HRP Program, including all required reporting and documentation.

# Exhibit B Eligible Home Repair Program Target Area

Legend  
Home Repair Target Area



## SUBRECIPIENT AGREEMENT

### FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT is entered this 12<sup>th</sup> day of February 2025 by and between the Weld County Community Development Block Program (herein called the "Grantee") and Town of Erie, CO (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement; and

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **I. SCOPE OF SERVICE**

##### **A. Activities**

The Subrecipient will be responsible to provide the following activity(ies): to implement a Single-Family Housing Rehabilitation Program to meet the National Objective of Benefit to Low and Moderate-Income Persons. The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

##### **Program Delivery**

Activity #1 The Subrecipient will be responsible for administering a CDBG-funded single-family housing rehabilitation program consisting of minor home repairs and/or maintenance (not to exceed \$15,000 per household) on single-family, owner-occupied residences of low and moderate-income residents of the Town of Erie. The project will target manufactured homes in three manufactured home parks and on individual lots in Old Town Erie. Repairs that directly address health and safety concerns including weather-sensitive construction will be prioritized and be carried out by appropriately licensed and insured contractors.

##### **General Administration**

The Subrecipient will be responsible for the general administration and monitoring of the work performed to include the following:

Application intake and income qualification based on current HUD AMI limits for Weld County. Subrecipient to collect all required support documentation from the applicant to make a determination of eligibility.

Preparation of a Tier 2 Environmental Review Statutory Checklist for each property considered for assistance. Tier 2 checklists to be submitted to Weld County CDBG Program staff for review and approval prior to the commitment of funds for each property.

Documentation of inspections to determine the adequacy and expected system life of major building components required per household upon approved application. Use of appropriately certified testing agencies to sample for hazardous building materials when required.

Documentation of all program activities in well-organized project files made available to the Weld County CDBG Program for monitoring.

Preparation and submittal of pay requests for reimbursement for program activities. Pay requests to include contractor invoices and any other documentation deemed necessary by the Weld County CDBG Program to determine the eligibility of costs requested for reimbursement.

Preparation and submittal of reports detailing accomplishments, demographic and income data for all program participants.

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of Benefit to Low and Moderate-Income Persons through housing activities benefitting low and moderate-income households (LMH).

**C. Levels of Accomplishment – Goals and Performance Measures**

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on 10 qualifying residences within the Town of Erie under this program.

<u>Activity</u>	<u>Total Units</u>
Activity #1	Ten (10)

Units of Service are the number of single-family residences rehabilitated.

**D. Staffing**

Eric Leveridge, Housing Management Analyst, Town of Erie, will serve of Project Manager and MJ Adams, Affordable Housing Manager, Town of Erie, will serve as Assistant Project Manager.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

**E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient **30 days** after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the date of the Notice to Proceed and end on the 31 day of December 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount</u>
Weld County CDBG grant	\$ 167,000
Program Admin	\$ 17,000
Rebab costs-labor & materials	\$ 150,000
 TOTAL	 \$ 167,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$167,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

For construction activities: Draw requests can be submitted no more frequently than at the following points in the work: 25% draw request when work is 35% complete; 50% draw request when work is 60% complete; 75% draw request when work is 85% complete; to reach 90% draw when work is 100% complete; remaining 10% when all lien waivers and completion reports have been submitted as required. Lien waivers are required before the final payment and certified payrolls are required at every stage of the draw schedule, if Davis Bacon requirements are in force.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.302.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

<p>Grantee</p> <p>Elizabeth Relford</p> <p>CDBG Manager, Weld County</p> <p>1402 N 17<sup>th</sup> Ave., PO Box 758</p> <p>Greeley, CO 80632</p> <p><a href="mailto:erelford@weld.gov">erelford@weld.gov</a></p> <p>(970) 673-5836</p>	<p>Subrecipient</p> <p>Malcolm Fleming</p> <p>Town Manager, Town of Erie</p> <p>645 Holbrook St., PO Box 750</p> <p>Erie, CO 80516</p> <p><a href="mailto:mffleming@erieco.gov">mffleming@erieco.gov</a></p> <p>(303) 926-2700</p>
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**VI. SPECIAL CONDITIONS**

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the Subrecipient wishes to extend the time given for project completion, they will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this subrecipient agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup> for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

**VII. GENERAL CONDITIONS**

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient’s responsibility to ensure the links are the most current one available)

**Code of Federal Regulations**

<https://www.govinfo.gov/app/collection/cfr/>

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

**C. Hold Harmless**

The Subrecipient shall hold harmless the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

**E. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.

**F. Grantee Recognition**

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**G. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

**H. Suspension or Termination**

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 2 CFR.200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding

the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Costs

No indirect costs can be charged to this project.

### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

#### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

### D. Procurement

#### 1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this Agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

#### 2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

#### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

#### **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### **X. PERSONNEL & PARTICIPANT CONDITIONS**

##### **A. Civil Rights**

###### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

###### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

###### **3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

###### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

##### **B. Affirmative Action**

###### **1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall follow Grantee's Affirmative Action Policy.

**2. Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**4. Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

**6. Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**C. Employment Restrictions**

**1. Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**2. Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. "Section 3" Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### **XI. ENVIRONMENTAL CONDITIONS**

#### A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF ERIE, COLORADO

BY: *[Signature]*  
Clerk

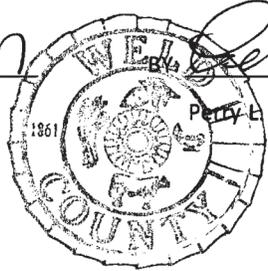
BY: *[Signature]*  
Mayor

ATTEST: *[Signature]*  
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO

BY: *[Signature]*  
Deputy Clerk to the Board

*[Signature]*  
Perry L Beck, Chair  
FEB 12 2025





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-96, **Version:** 1

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**SUBJECT:**

An Ordinance of the Town Council of the Town of Erie Organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget

**DEPARTMENT:** Economic Development

**PRESENTER(S):** Julian Jacquin, Director of Economic Development & TOEURA

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

This action has no direct fiscal impact on the Town. All public improvements within the district are funded through BID assessments, revenues, and bonding. The Town incurs no debt or financial obligation and retains administrative oversight and annual operating plan review.

**POLICY ISSUES:**

Approving this Ordinance satisfies the statutory requirement under the Colorado Business Improvement District Act to formally organize a BID by ordinance following prior approval by resolution. The action aligns with the Town's Economic Incentive Policy adopted in May 2025, which allows BIDs as a financing tool for destination and commercial development.

**STAFF RECOMMENDATION:**

Approve the Ordinance formally organizing the Erie Sports Business Improvement District, establishing its boundaries and service area, appointing the Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget.

**SUMMARY/KEY POINTS**

- Council previously approved organization of the Erie Sports Business Improvement District by resolution on Nov. 4, 2025.
- State law requires final approval of a BID to occur by ordinance rather than resolution.
- This Ordinance completes the legal formation of the BID with no changes from the previously approved operating plan or boundaries.

**BACKGROUND OF SUBJECT MATTER:**

On Sept. 18, 2025, the Town received a petition to organize the Erie Sports Business Improvement District to finance public improvements associated with the Erie Sports Complex. The petition met all requirements of the Colorado Business Improvement District (BID) Act.

The Town Council adopted Resolution 25-170 on Oct. 14, 2025, setting a public hearing, and subsequently approved Resolution 25-176 on Nov. 4, 2025, organizing the district, approving its boundaries, establishing a Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget.

Following that action, Town staff identified the statutory requirement under C.R.S. § 31-25-1207(5) that final approval of a business improvement district must occur by ordinance, not resolution. This Ordinance mirrors the substance of the previously approved resolution and does not modify the district boundaries, governance structure, financing plan, or approved budget.

**ATTACHMENT(S):**

1. Ordinance

**Town of Erie  
Ordinance No. 005-2026**

**An Ordinance of the Town Council of the Town of Erie Organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget**

**Whereas**, on September 18, 2025, a petition (the "Petition") for the organization of the Erie Sports Business Improvement District (the "District") was filed with the Town Clerk; and

**Whereas**, on October 14, 2025, the Town Council held a properly-noticed public hearing on the Petition and approved the Petition by resolution; and

**Whereas**, pursuant to C.R.S. § 31-25-1207(5), the approval must be by ordinance rather than resolution.

**Now Therefore be it Ordained by the Town Council of the Town of Erie, Colorado, as follows:**

**Section 1.** The Town Council hereby finds and determines as follows:

A. Petitioners are the owners of real or personal property in the service area of the District having a valuation for assessment of not less than 50% of the valuation for assessment of all real and personal property in the service area of the District and which comprises at least 50% of the acreage in the boundaries of the District.

B. The signatures of the Petitioners are genuine.

C. The Petition was accompanied by a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not effected.

D. The corporate name of the District is "Erie Sports Business Improvement District."

E. The legal boundary and service area of the District is described in **Exhibit A**, attached hereto and incorporated herein. Pursuant to C.R.S. § 31-25-1208(3), if at any time the tax classification of territory within the service area is changed from residential or agricultural to any other classification, such shall no longer be excluded from the boundaries of the District.

F. The property within the boundaries and the service area of the District are located within the boundaries of the Town and therefore, the Town has jurisdiction to

organize the District.

G. None of the taxable real or personal property to be included in the boundaries of the District is classified for property tax purposes as either residential or agricultural.

H. No property included in the boundaries of the District is within the boundaries of another business improvement district authorized under Title 31, C.R.S.

I. All of property within the service area of the District is a location hereby designated for new business or commercial development pursuant to C.R.S. § 31-25-1203(10).

J. The Petition was duly signed and presented in conformity with Part 12, Article 25, Title 31, C.R.S., the allegations of the Petition are true, and the types of services or improvements to be provided by the proposed District are those services or improvements which best satisfy the purposes set forth in such Part 12.

**Section 2.** The Town Council hereby declares the District organized. The District shall be a quasi-municipal corporation and political subdivision of the state with all powers and responsibilities thereof.

**Section 3.** Pursuant to C.R.S. § 31-25-1209(1)(b), the Town Council hereby establishes the Board of Directors of 5 members and hereby appoints directors named in the 2025 and 2026 Operating Plan to serve as the initial members of the Board of Directors. Members of the Board of Directors serve at the pleasure of the Town Council. Any subsequent members of the Board of Directors shall be appointed by resolution of the Town Council. The Board of Directors shall carry out the responsibilities required of such Board of Directors by the Business Improvement District Act, any Operating Plan and budget, and all other applicable ordinances and laws.

**Section 4.** In accordance with C.R.S. § 31-25-1211, the 2025 and 2026 Operating Plan and 2025 and 2026 Budget are hereby approved in the form attached hereto. If the District amends its 2025 and 2026 Operating Plan or 2026 and 2026 Budget, the amendment must be approved by the Town Council. Beginning in 2026 (for use in 2027), an annual Operating Plan and preliminary budget will be submitted to the Town Council on or before September 30<sup>th</sup> of each year.

**Introduced, Read, Passed and Ordered Published this 10th day of February, 2026.**

---

Andrew J. Moore, Mayor

**Attest:**

2

*Ordinance No. 002-2026*  
*Page 1 of 1*

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Debbie Stamp, Town Clerk

## Exhibit A

### District Boundaries and Service Area

#### Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;  
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;  
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

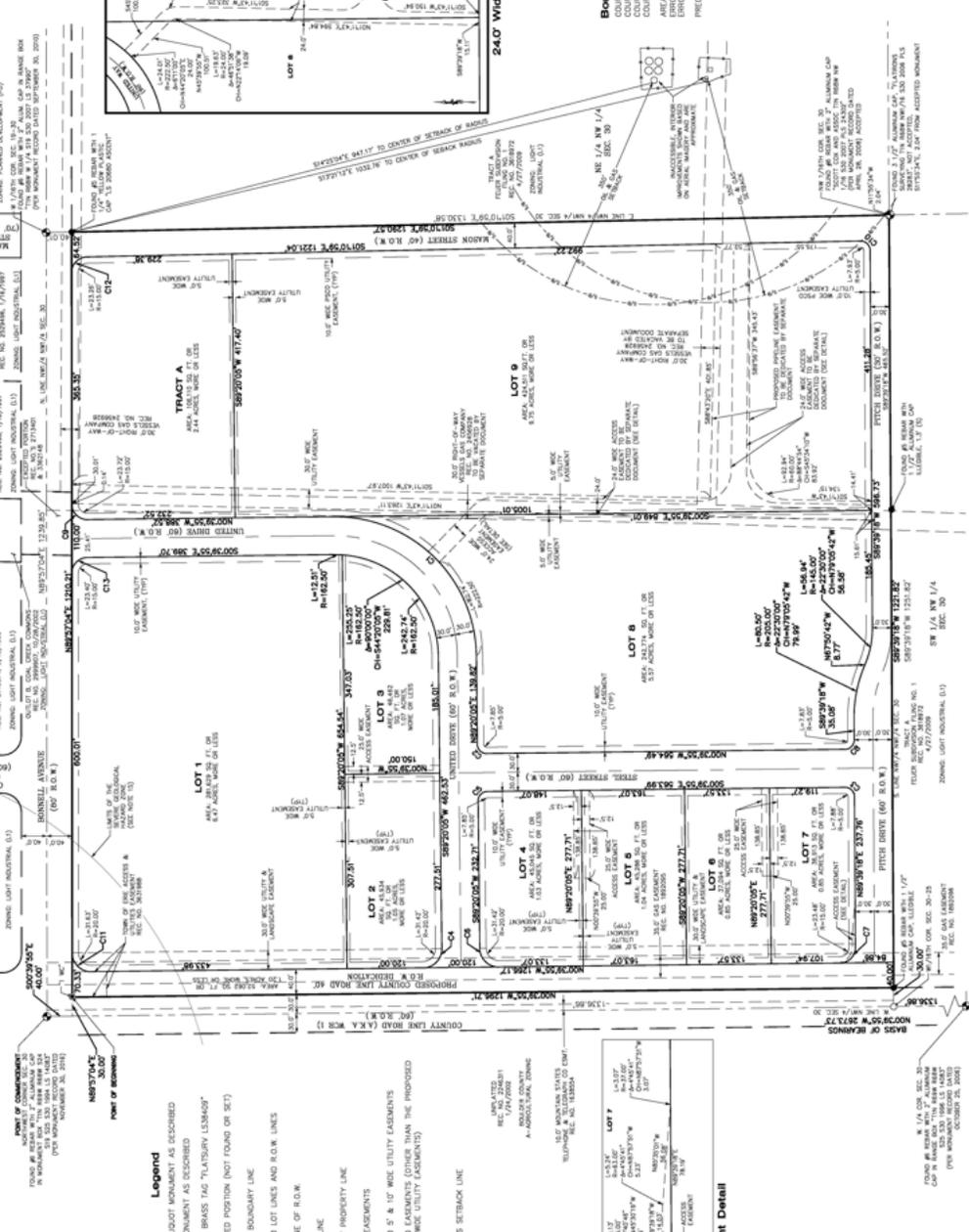
THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;  
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;  
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;  
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

# ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,  
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2  
36.11 ACRES - 9 LOTS/1 TRACT  
PP-001368-2021



- Legend**
- ◆ FOUND ADJUT. MONUMENT AS DESCRIBED
  - FOUND MONUMENT AS DESCRIBED
  - FOUND 1" BRASS TAG PLATINUM LEGMARK\*
  - CALCULATED POSITION (NOT FOUND OR SET)
  - EXTERIOR BOUNDARY LINE
  - PROPOSED LOT LINES AND R.O.W. LINES
  - CENTERLINE OF R.O.W.
  - SECTION LINE
  - ADJACENT PROPERTY LINE
  - EXISTING EASEMENTS
  - PROPOSED 8' & 10' WIDE UTILITY EASEMENTS
  - PROPOSED 2' & 10' WIDE UTILITY EASEMENTS
  - FENCE
  - OL. & GAS SETBACK LINE

\*NOTED BY SURVEYOR  
FOUND IN RECORD BOOK 1784 1888 1884  
IN WINDMILL ROAD, TOWN OF ERIE, CO.  
(OVER MONUMENT RECORD DATED  
SEPTEMBER 24, 1903)

POINT OF BEGINNING  
N89°27'04"E  
30.00'



Access Easement Detail  
SHEET 2 OF 2



24.0 Wide Access Easement Detail  
SHEET 2 OF 2



Boundary Closure Report  
COURSE: N89°27'04"E  
LENGTH: 1216.37'  
COURSE: S89°29'35"W  
LENGTH: 1224.54'  
COURSE: N02°39'35"W  
LENGTH: 1294.37'  
AREA: 1572834.50 SQ. FT.  
COURSE: N89°27'04"E  
LENGTH: 1216.37'  
PRECISION: 1:5019330000



GRAPHIC SCALE  
1 inch = 80 ft.



N

ERIE SPORTS COMPLEX SUBDIVISION  
PRELIMINARY PLAT

FLATIRON, INC.  
Land Surveying Services  
www.flatironinc.com  
4000 LOVELL BLVD  
DENVER, CO 80202  
TEL: (303) 441-9800  
FAX: (303) 441-9800  
PK: (303) 521-2800



DRAFT  
PROPOSED PLAT  
FOR RECORDATION  
DATE: 12-26-2021  
DATE: 10-01-2022  
DATE: 09-01-2022  
DATE: 08-01-2022

SHEET 2 OF 2



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-97, **Version:** 1

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**SUBJECT:**

**PUBLIC HEARING:** An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 10-6-12 of the Erie Municipal Code and Amending Definitions Related Thereto, All Regarding Sign Regulations

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Melinda Helmer, Business Operations Coordinator

**TIME ESTIMATE:** 20 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY: NA**

**POLICY ISSUES:**

The proposed Sign Code update (Title 10, Chapter 6) provides improved clarity and minor changes to the Town's sign regulations. The Town Council is the final decision-making body for this update.

**STAFF RECOMMENDATION:**

Adopt Ordinance No. 004-2026.

**SUMMARY/KEY POINTS**

- The proposed amendments reorganize existing sign code provisions into a summary table by zoning district with no substantive regulatory changes.
- The amendment clarifies temporary signage allowances, prohibited sign provisions, and definitions to improve consistency and application.

**BACKGROUND OF SUBJECT MATTER:**

On January 11, 2022, the Board of Trustees approved Ordinance No. 03-2022. The ordinance repealed and reenacted Chapters 2-7, 9, and 11 of Title 10 of the Unified Development Code (UDC). The update provided text amendments and clean-up for multiple areas in the code, including the sign code in Chapter 6.

Over the past several years as new commercial developments have increased, staff have identified several opportunities to improve the clarity and functionality of the existing sign code. Planning and

Economic Development staff worked collaboratively to reorganize and improve the clarity of the Town's sign regulations. The proposed amendment reorganizes much of the current narrative text into a single, cohesive table that is easier to read and apply. Additional refinements include clarifying allowable sign types, updating prohibited signs and definitions, and clarifying guidance on temporary signage.

On January 21, 2026, the Planning Commission unanimously approved Resolution P26-02, a Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Repealing and Reenacting Section 10-6-12 of the Erie Municipal Code and Amending Definitions Related Thereto, All Regarding Sign Regulations.

**ATTACHMENT(S):**

1. Staff Report
2. Staff Presentation
3. Planning Commission Resolution P26-02
4. Draft Ordinance 004-2026
5. Current Sign Code

**TOWN OF ERIE  
TOWN COUNCIL MEETING  
February 10, 2026**

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- SUBJECT:**           **Ordinance No. 004-2026**  
An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 10-6-12 of the Erie Municipal Code and Amending Definitions Related Thereto, All Regarding Sign Regulations
- PURPOSE:**           Unified Development Code amendment to provide clarity to the Sign Code ensuring consistency and clarity
- CODE REVIEW:**    Erie Municipal Code, Title 10
- DEPARTMENT:**    Planning and Development
- PRESENTER:**       Melinda Helmer, Business Operations Coordinator
- 

**STAFF RECOMMENDATION:**

Staff recommend that the Town Council adopt an ordinance amending Title 10 Chapter 6 Section 12 of the Erie Municipal Code regarding sign code requirements.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Board of Trustees last updated the sign code on January 11, 2022, when they passed Ordinance No. 03-2022, repealing and reenacting Chapters 2–7, 9, and 11 of Title 10 of the Erie Municipal Code. As part of the repeal and reenactment, the Board adopted text amendments throughout Chapter 6, which governs the sign code.

As development and growth in the town continue, staff have identified a few minor opportunities to improve the transparency, clarity, and functionality of the existing sign code.

Staff presented the proposed sign code amendments to the Planning Commission at their regularly scheduled meeting on January 21, 2026. Discussion included political signage and where it could be located. The discussion centered on the significance of maintaining content neutrality for signs, the implications of First Amendment protections, and the potential inclusion of language to exempt political signage. Language regarding political or election signs was part of previous sign codes but has since been removed to maintain content neutrality. Political/election signs are considered temporary signage and are permitted on private property. Signs are not permitted in the right-of-way. Planning Commission unanimously approved Resolution P26-02 recommending the Town Council adopt the Ordinance.

## Proposed Changes

The proposed amendment focuses on clarity and transparency by reorganizing much of the current narrative text into a single, cohesive table that is easier to read and apply.

<b>Table 6.12-1: General sign standards</b>			
<b>Standard</b>	<b>Zone District</b>		
	AG/OS, AGH, RP1, RP2, RP3, RR, ER, SR, LR, OTR, MR, HR, and PD - agricultural, open space and residential land uses	DT and NMU (inside of Old Town)	NMU (outside of Old Town), CMU, PLI, LI, AP, CC, RC, B Districts, and PD - nonresidential land uses
Total maximum sign area for all signs on a property	32 square feet	1 square foot per each lineal foot of tenant frontage <sup>1</sup>	1 square foot per each lineal foot of tenant frontage with a maximum gross surface area of 228 square feet <sup>1</sup>
Maximum sign area per individual sign face	N/A	32 square feet	N/A
Maximum monument and ground sign height	6 feet	6 feet	6 feet
Maximum sign height for all other signs	Shall not exceed the height of the principal building on which the sign is located		
Maximum number of signs <sup>2</sup>	2 per street frontage	3 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels	4 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels or tenant frontages of less than 32 linear feet
<p>1. Vacant parcels and tenants with less than 32 linear feet of tenant frontage may have a maximum of 32 square feet of sign area.</p> <p>2. In addition to the number of signs permitted in each zone district, 2 temporary signs shall be permitted per tenant. Temporary signs shall remain in place for less than 30 consecutive days, and for no more than 120 days per calendar year.</p>			

This table consolidates sign regulations across all zone districts, bringing together sign area maximums, number of permitted signs, height limits, and other dimensional standards into one location. Presenting these requirements in a consistent format enhances clarity, facilitates easier district-to-district comparisons, eliminates redundancy, and reduces the risk of misinterpretation—ultimately supporting more efficient administration and compliance with the sign code.

To allow for flexibility for local businesses, updates include allowances for temporary signage. Display times are updated to allow for up to 120 days per calendar year, with no individual sign displayed for more than 30 consecutive days. The current sign code only

permits temporary signage for 30 days per calendar year. A-frame sandwich board signs are exempt from these limits, provided they remain on private property and do not impede pedestrian circulation. Other changes are as follows:

- Change allowable digital sign text changes from four hours to 30 minutes
- Clarify that signs located within the public right-of-way are prohibited
- Permit ground signs (limited to 6 feet tall)
- Define off-premise signs

## **Approval Criteria**

Section 10-7-18(C)(9) of the Erie Municipal Code states the following approval criteria when considering amendments to the text of the UDC:

1. The proposed amendment will promote the public health, safety, and general welfare; and
2. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

Staff find that these amendments are necessary to support the Town's continued growth by improving transparency, clarity, and functionality of the existing Sign Code.

## **Attachments**

1. Staff Report
2. Staff Presentation
3. Planning Commission Resolution P26-02
4. Draft Ordinance
5. Current Sign Code



# Unified Development Code Amendment

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Planning Commission

Melinda Helmer, Business Operations Coordinator

Feb. 10, 2026



## Overview

- Background
- Proposal
- Recommendation



## Background

### Last Sign Code Update

- Ordinance No. 03-2022
  - Approved on Jan. 11, 2022
  - Adopted text amendments throughout the section



# Background

Modifications – Sign Code

Title 10 Chapter 6 Section 12  
- Sign Code

Title 10 Chapter 11 Section 3  
- Terms Defined





## Proposal

Title 10, Chapter 6, Section 12 Sign Code modifications include:

- Consolidate code language into a structured table
- Temporary signage allowance
  - Extend duration to 120 days/calendar year
  - Exemptions: A-frame sandwich board signs



# Proposal

<b>Table 6.12-1: General sign standards</b>			
<b>Standard</b>	<b>Zone District</b>		
	AG/OS, AGH, RP1, RP2, RP3, RR, ER, SR, LR, OTR, MR, HR, and PD - agricultural, open space and residential land uses	DT and NMU (inside of Old Town)	NMU (outside of Old Town), CMU, PLI, LI, AP, CC, RC, B Districts, and PD - nonresidential land uses
Total maximum sign area for all signs on a property	32 square feet	1 square foot per each lineal foot of tenant frontage <sup>1</sup>	1 square foot per each lineal foot of tenant frontage with a maximum gross surface area of 228 square feet <sup>1</sup>
Maximum sign area per individual sign face	N/A	32 square feet	N/A
Maximum monument and ground sign height	6 feet	6 feet	6 feet
Maximum sign height for all other signs	Shall not exceed the height of the principal building on which the sign is located		
Maximum number of signs <sup>2</sup>	2 per street frontage	3 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels	4 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels or tenant frontages of less than 32 linear feet



## Proposal

Title 10, Chapter 6, Section 12 Sign Code modifications include:

Prohibited signs:

- Sign text changes under a 30-minute duration
  - Current code: 4-hour duration
- Removing ground signs



## Proposal

Title 10, Chapter 11, Section 3: Terms defined.

Sign code definitions:

- Sign, off-premises



## Planning Commission

- Considered at January 21 meeting
- Discussion focused on political signs
- Passed Resolution P26-02 unanimously



## Approval Criteria

- a. The proposed amendment will promote the public health, safety, and general welfare; and
- b. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.



## Staff Recommendation

Planning Commission recommends the Town Council adopt an Ordinance amending Title 10, Chapter 6, Section 12 and Title 10, Chapter 11, Section 3 of the Erie Municipal Code to update and modify the Town's Sign Code.



# Unified Development Code Amendment

---

Planning Commission

Melinda Helmer, Business Operations Coordinator

Feb. 10, 2026

**Town of Erie  
Planning Commission  
Resolution No. P26-02**

**A Resolution of the Planning Commission of the Town of Erie  
Recommending that the Town Council Adopt an Ordinance  
Repealing and Reenacting Section 10-6-12 of the Erie Municipal  
Code and Amending Definitions Related Thereto, All Regarding Sign  
Regulations**

**Now, Therefore be it Resolved by the Planning Commission of the Town  
of Erie, Colorado, that:**

**Section 1.** Findings. The Planning Commission finds that the ordinance amending Title 10 of the Erie Municipal Code, as attached hereto, meets the approval criteria as specified in Section 10-7-18(C)(9) as follows:

- a. The ordinance will promote the public health, safety, and general welfare;
- b. The ordinance is generally consistent with the Town's comprehensive master plan and the stated purposes of the Unified Development Code; and
- c. The ordinance is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Section 2.** Decision. Based on the foregoing findings, the Planning Commission hereby recommends that the Town Council adopt the ordinance as attached hereto.

**Adopted this 21<sup>st</sup> day of January, 2026.**

  
\_\_\_\_\_  
Ben Hemphill, Chair

**Attest:**

  
\_\_\_\_\_  
Melinda Helmer, Secretary

**Town of Erie  
Ordinance No. 004-2026**

**An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 10-6-12 of the Erie Municipal Code and Amending Definitions Related Thereto, All Regarding Sign Regulations**

**Whereas**, the Town Council desires to amend the Town's sign regulations to comply with recent United States Supreme Court decisions and to simplify the regulations.

**Now Therefore be it Ordained by the Town Council of the Town of Erie, Colorado, as follows:**

**Section 1.** Section 10-6-12 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

**10-6-12 – Signs.**

A. *Purpose.* The purpose of this Section is to set out reasonable regulations for the design, location, installation, operation, repair, and maintenance of signs to protect the safety and welfare of pedestrians and motorists, maintain and enhance the appearance of the Town, and ensure that all signs are well constructed and maintained.

B. *Applicability:*

1. This Section shall apply to the display, construction, erection, alteration, use, location, and maintenance of any sign within the Town except as stated in subsection (2) hereof.

2. The following signs shall be exempt from this Section:

a. Any sign erected, maintained, required, or posted by the Town, State, or federal government when erected and maintained pursuant to law or in the public interest.

b. Seasonal decorations associated with any national, State, or local holiday provided they are displayed no more than sixty (60) days prior to and fifteen (15) days after the holiday, and for no longer than a total of one hundred fifty (150) days in a calendar year.

c. Signs located on school property, not located within a public right-of-way.

d. Sound trucks or other moving advertising media while operating on a public right-of-way.

e. Signs under twelve (12) inches in height which enable emergency personnel to accurately identify structures or locations.

f. Scoreboards on athletic fields.

C. *Prohibited signs.* All of the following signs are prohibited and, if located on public property, may be removed by the Town without notice:

1. Signs attached to a tree, light pole, utility pole, or bollard.
2. Signs located in the sight distance triangle or in any location where they may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal, or device, or where it may interfere with, mislead, or confuse traffic.
3. Signs mounted on a pitched roof or the deck of flat roof.
4. Flashing signs, signs emitting sound, rotating or moving signs boards, animated signs, signs with moving lights, or signs that create the illusion of movement. A sign that changes copy or color no more than once every thirty (30) minutes shall not be considered a flashing or moving sign.
5. Signs attached to or placed or painted on a vehicle or trailer, when the vehicle or trailer is parked on public property or on private property where the sign is visible from a public right-of-way for periods of five (5) consecutive days or longer.
6. Riders or other attachments to signs.
7. Off-premises signs.

D. *Sign permits:*

1. *Permit required.* No sign shall be painted, constructed, erected, remodeled, relocated, expanded, or altered without a sign permit issued by the Town under this Section. Maintenance of an existing sign in compliance with this Section shall not require a permit.

2. *Permit issuance.* No permit shall be issued unless the sign complies with this Code and all applicable fees are paid.

3. *Permit exceptions.* The following signs do not require a permit if the signs comply with all applicable provisions of this Section:

- a. Signs on private property not exceeding four (4) square feet in area.
- b. A-frame or sandwich board signs not exceeding six (6) square feet in area displayed on private property with authorization of the property owner.

E. *Sign standards:*

1. *General sign standards.* The following standards shall apply to all signs:

<b>Table 6.12-1: General sign standards</b>			
<b>Standard</b>	<b>Zone District</b>		
	AG/OS, AGH, RP1, RP2, RP3, RR, ER, SR, LR, OTR, MR, HR, and PD - agricultural, open space and residential land uses	DT and NMU (inside of Old Town)	NMU (outside of Old Town), CMU, PLI, LI, AP, CC, RC, B Districts, and PD - nonresidential land uses
Total maximum sign area for all signs on a property	32 square feet	1 square foot per each lineal foot of tenant frontage <sup>1</sup>	1 square foot per each lineal foot of tenant frontage with a maximum gross surface area of 228 feet <sup>1</sup>
Maximum sign area per individual sign face	N/A	32 square feet	N/A
Maximum monument and ground sign height	6 feet	6 feet	6 feet
Maximum sign height for all other signs	Shall not exceed the height of the principal building on which the sign is located		
Maximum number of signs <sup>2</sup>	2 per street frontage	3 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels	4 per tenant for each tenant building frontage or 2 per street frontage for vacant parcels or tenant frontages of less than 32 linear feet
<p>1. Vacant parcels and tenants with less than 32 linear feet of tenant frontage may have a maximum of 32 square feet of sign area.</p> <p>2. In addition to the number of signs permitted in each zone district, 2 temporary signs shall be permitted per tenant. Temporary signs shall remain in place for less than 30 consecutive days, and for no more than 120 days per calendar year.</p>			

2. *Illuminated signs.* Illuminated signs shall be internally illuminated or externally illuminated by a cutoff fixture. Illuminated signs shall not cast light on any adjacent property.

3. *Projecting signs.* A projecting sign or wall sign may project over public property a maximum of two (2) feet beyond the property line when a minimum clearance of at least eight (8) feet is provided between the sign and the ground. Projecting signs shall not exceed the height of the wall or façade to which the sign is attached.

4. *Monument signs.* At least forty (40) percent of monument signs shall be constructed of the same primary materials used as the principal building. No more than one (1) monument sign may be permitted on a single lot.

5. *Wall signs.* A wall sign shall not exceed the height of the wall or façade to which the sign is attached.

F. *Measurement and calculation.*

1. *Sign area.* Sign area is calculated as the area within a continuous perimeter that encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed. The area excludes the structure upon which the sign is placed unless the structure is an integral part of the display or used to differentiate it, but includes any open space contained within the outer limits of the display face of a sign, or between any component, panel, strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not.

2. *Sign height.* Sign height is measured from average ground level at the base of or below the sign to the highest element of the sign.

G. *Maintenance:* All signs shall be structurally sound and maintained in good repair. The display surfaces of all signs shall be kept neatly painted or posted at all times.

H. *Nonconforming signs:* Any legally established sign made nonconforming by the adoption of or amendment to this Section may continue to exist, so long as it remains otherwise lawful, subject to the following:

1. *Termination.* A sign will lose its legal nonconforming status when: it is brought into full compliance with this Chapter; it is removed; or the primary structure on the property on which the sign is located is the subject of an application for a building permit for reconstruction, remodeling, expansion, or other improvements to the primary structure, and the value of the proposed improvements total more than twenty-five percent (25%) of the replacement cost of such primary structure.

2. *Maintenance.* Legal nonconforming signs shall be maintained in safe condition at all times.

3. *Replacement.* A legal nonconforming sign shall not be replaced unless the replacement sign is in full compliance with this Section.

4. *Reconstruction.* If a legal nonconforming sign is damaged to the extent that the repair costs exceed fifty percent (50%) of the replacement cost of the sign, the sign shall be removed or brought into compliance with this Chapter.

**Section 2.** Section 10-11-3 of the Erie Municipal Code is hereby amended by the addition of the following definition to be inserted alphabetically:

**10-11-3 – Terms defined.**

\* \* \*

*Sign, off-premises:* A sign that directs attention to a business, product, commodity, service, entertainment, or attraction sold, produced, offered or existing at a location other than upon the lot or parcel where the sign is located.

\* \* \*

**Section 3. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 4. Safety.** The Town Council finds that the adoption of this Ordinance is necessary for the protection of public health, safety and welfare.

**Section 5. Effective Date.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, Read, Passed and Ordered Published this \_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

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## 10-6-12 Signs.

- A. *Purpose:* The intent of this section shall be to define the types of signs that will be permitted in the various zone districts and those that will be prohibited and the manner in which sign areas and dimensions will be measured, and to except certain types of signs from this section. It is further the intent of this section to encourage the erection of signs that are attractive and generally compatible with the adjacent property; that will preserve and enhance property values within the community; that will provide for the public convenience, health and welfare; and that will protect the public safety.
- B. *General provisions:*
1. This section does not apply to the following:
    - a. Signs of a duly constituted governmental body, required to be maintained by law or governmental order, rule or regulation, including without limitation traffic or similar regulatory devices, address numerals, legal notices, warnings at railroad crossings, and other instructional or regulatory signs concerning public health, safety and welfare provided, that the copy and size of the sign do not exceed the requirements of such law, order, rule or regulation; or
    - b. Holiday decorations associated with any national, local, or religious holiday; provided, that such signs shall be displayed for not more than 60 days in any given year.
  2. Unless otherwise provided for in this title, signs may only be erected, altered, and maintained on the same lot as the permitted use(s) which the sign is appurtenant to.
  3. All signs shall be maintained and kept in good repair, including without limitation, the repair of glass, plastic or other sign face material that is missing, broken, damaged, or deteriorated; and the repair of any pole, frame support, or similar structure that is broken, damaged, or deteriorated.
  4. Any sign located or projecting into a private easement shall require authorization of the easement holder.
- C. *Prohibited signs:* The following signs are prohibited in the Town of Erie unless otherwise allowed in this section:
1. Signs attached to a tree or utility pole whether on public or private property.
  2. Signs located within a public right-of-way.
  3. Signs located in the vision clearance triangle or at any location where it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, or where it may interfere with, mislead or confuse traffic.
  4. Signs mounted on a pitched roof or the deck of flat roof.
  5. Flashing signs, signs emitting sound, rotating or moving signs, animated signs, signs with moving lights or signs that create the illusion of movement, except a sign whereon the current time or temperature is shown by intermittent lighting shall not be deemed to be a flashing sign. A sign that changes copy or color no more than once every four hours shall not be considered a flashing or moving sign.
  6. Signs painted, attached to, or placed on a vehicle or the bed of a trailer, when the vehicle or trailer is parked on a public right-of-way or public property, or on private property so as to be visible from a public right-of-way, for the basic purpose of providing the advertisement of products or directing people to a business or activity on the same or nearby premises. This provision applies only where the primary purpose of a vehicle is for advertising purposes and is not intended to prohibit any form of vehicular signs, such as a sign attached to a truck or motor vehicle, which vehicle is primarily used for business purposes other than advertising.

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7. Riders or attachments to signs.
  8. Ground signs
- D. *Permit requirements:*
1. *Permit requirements.* No sign shall be painted, constructed, erected, remodeled, relocated, expanded or have the copy of the sign changed or altered (unless the sign was approved to allow such modifications) until a sign permit for such sign has been obtained from the town; and a building permit is acquired if required by building code.
  2. *Compliance with provisions.* No permit shall be issued unless there is full compliance with the provisions of this section, and all signs must conform to the regulations and design standards of the adopted building and electrical codes.
  3. *Maintenance and upkeep.* The maintenance, renovation, or repair of a sign without structural alteration and without change of sign copy shall not require a new sign permit, but may require a building permit under the Town's adopted building code.
  4. *Sign permit fees.* A fee for a sign permit and if applicable for a building permit shall be required by municipal Code title 2.
  5. *Exceptions from sign permit.* The following signs shall be excepted from the requirement of obtaining a sign permit but shall comply with all other regulations imposed by this section:
    - a. Small signs not exceeding four square feet in area displayed on private property;
    - b. Scoreboards in athletic stadiums.
- E. *Size and dimension standards:*
1. *Permitted total sign area:*
    - a. The permitted total sign area for all signs on a property in each zone district shall be as follows:
      - i. AG/OS, AGH, RP1, RP2, RP3, RR, ER, SR, LR, OTR, MR, HR Districts, and PD - Agricultural, open space and Residential land uses: The maximum allowable gross area is 32 square feet.
      - ii. DT and NMU (inside of Old Town) districts: One square foot for each lineal foot of tenant frontage. The maximum allowable gross surface area for per individual sign shall be 32 square feet per face. Tenants with less than 32 linear feet of tenant frontage are permitted to have a maximum of 32 square feet of sign area. Vacant parcels shall be permitted a total sign area of 32 square feet.
      - iii. NMU (outside of Old Town), CMU, PLI, LI, AP, CC, RC, B Districts, and PD - nonresidential land uses: One square foot for each lineal foot of tenant frontage. The maximum allowable gross surface area for a principal sign shall be 100 square feet. Secondary signs shall be limited to 32 square feet per face. Tenants with less than 32 linear feet of tenant frontage are permitted to have a maximum of 32 square feet of sign area. Vacant parcels shall be permitted a total sign area of 32 square feet.
  2. *Measurement of gross surface area:*
    - a. The area of any sign having parts with or without backing shall be measured by determining the total area of all squares, rectangles, triangles, portions of a circle or any combination thereof constituting the smallest single continuous perimeter enclosing the extreme limits of any of the following combinations:

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- i. The display surface or face of the sign including all frames, backing, faceplates, nonstructural trim or other component parts not otherwise used for support for parts of the sign; or
      - ii. Each word, written representation (including any series of letters), emblems or figures of a similar character, and including all frames, faceplates, nonstructural trim or other component parts not otherwise used for support for parts of the sign.
      - iii. All window signs shall be included in the total allowable sign area for the premises.
      - iv. Any end panel of a wall or projecting sign shall be counted as a face of the sign and shall be included in the area of that sign if said end panel is more than one foot in width.
  3. Each building frontage that abuts a street, highway, private drive, or alley shall be considered a separate building frontage.
    - a. *Sign height.* Sign height shall be measured from average ground level at the base of or below the sign to the highest element of the sign. The maximum height of a sign in each zone district shall be as follows:
      - i. AG/OS, AGH, RP-1, RP-2, RP-3 PD - Agriculture, open space and residential land uses, RR, ER, SR, LR, OTR, MR, HR: six feet.
      - ii. DT and NMU Old Town districts: Monument signs shall not exceed six feet in height.
      - iii. NMU (outside of Old Town), CMU, PLI, RC, CC, B, LI, PD - nonresidential land uses and AP districts: Monument signs shall not exceed ten feet in height, except that monument signs adjacent to Erie Parkway shall have a maximum height of six feet.

F. *Number of signs permitted:*

1. The number of signs permitted per property in each zone district shall be as follows:
  - a. AG/OS, AGH, RP-1, RP-2, RP-3, PD - agricultural, open space and residential land uses, RR, ER, SR, LR, OTR, MR, HR: two signs per street frontage.
  - b. DT and NMU (inside of Old Town): three signs per tenant for each tenant building frontage, or two signs per street frontage for vacant parcels.
  - c. NMU (outside of Old Town), CMU, CC, RC, B, LI, PLI, PD - nonresidential land uses and AP districts: five signs per tenant with a maximum of one principle sign and four secondary signs for each tenant building frontage, or two signs per street frontage for vacant parcels.

G. *Requirements for specific types of signs:*

1. *Illuminated signs.* Illuminated signs shall be internally illuminated or externally illuminated by a cutoff fixture. Illuminated signs shall not cast bright light upon property in any residential district or upon any public street, park, public facility, or hospital facility.
2. *Temporary signs.* Temporary signs in any zone district shall be displayed only in accordance with the following conditions:
  - a. Temporary signs shall not exceed 32 square feet in total surface area per use, and shall comply with the applicable height and setback regulations for the district in which they are located.
  - b. Temporary signs shall not remain in place for more than 30 days; except, that the building official may, for good cause, extend the time up to 30 days upon written application. Only one temporary sign per applicant shall be permitted to exceed the 30-day limit in any calendar year.

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3. *Projecting signs.* A projecting sign or wall sign may project over public property a maximum of two feet beyond the property line when a minimum clearance of at least eight feet is provided between the sign and the ground. Projecting signs shall not exceed the height of the wall or façade to which the sign is attached.
  4. *Monument signs.* Monument signs shall be constructed from similar materials as the principal building. No more than one monument sign may be permitted on a lot.
  5. *Wall signs.* Wall signs shall not exceed the height of the wall or facade to which the sign is attached.
- H. *Special provisions for signs at specific locations:*
1. *Signs at residential subdivision entry.* At each primary entrance to a residential subdivision, a maximum of two freestanding signs are permitted each with a maximum height of six feet and a maximum gross surface area 100 square feet. These signs shall be in addition to the signs permitted on the property under section 10-6-12 G.
  2. *Signs on development sites.* Signs located on sites where subdivision, development, redevelopment, initial construction or other major improvement of the property is under way shall be permitted additional signage to what is allowed in that zone district under section 10-6-12 G. of this Code, and shall comply with the following:
    - a. Such signs shall be monument, ground, wall, or window signs, shall not exceed 64 square feet in total area with a maximum of 32 square feet per face, and maximum of eight feet in height. Signs shall be removed within 30 days from the time that 95 percent of the lots or dwelling units in the platted subdivision, or filing thereof, have been sold, or the construction project is completed, whichever occurs earlier.
    - b. One such sign shall be permitted per street upon which the property either has frontage or has an entrance from a major thoroughfare; provided, that the minimum distance between signs on any single development shall be 1,000 feet.
  3. *Monument signs on Erie Parkway.* Monument signs located along Erie Parkway shall not be located in an easement or a landscaped tract.
- I. *Legal nonconforming signs:*
1. *Termination.* A legal nonconforming sign shall immediately lose its legal nonconforming status, and therefore shall be brought into conformance with this chapter or removed, when any of the following occur:
    - a. The size or shape of the sign is changed;
    - b. The sign structure is altered, other than by repairs or maintenance;
    - c. The primary structure on the property to which the sign is located is the subject of an application for a building permit for reconstruction, remodeling, expansion, or other improvements to the primary structure on such property, and the value of the proposed improvements total more than 25 percent of its replacement cost of such primary structure.
  2. *Maintenance.* Legal nonconforming signs shall continue to be maintained in safe condition pursuant to the building regulations of the town.
  3. *Replacement.* A legal nonconforming sign shall not be replaced unless the replacement sign is in full compliance with the provisions of this chapter.
  4. *Reconstruction.* If a sign or its support structure is damaged to the extent that the repair costs exceed 50 percent of the replacement cost of the sign, the sign shall be removed or brought into compliance with this chapter.

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(Ord. 03-2022, § 1(Attch.), 1-11-2022)

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Created: 2025-12-19 10:53:27 [EST]

(Supp. No. 19)



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/10/2026**

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**File #:** 2026-117, **Version:** 1

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**SUBJECT:**

EXECUTIVE SESSION: 1) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session; and 2) to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning the Town Manager's evaluation and contract

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):**

**TIME ESTIMATE:** 90 minutes

*For time estimate: please put 0 for Consent items.*

## **Agreement for Professional Services**

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, LLC, an independent contractor with a principal place of business at 8217 Eastman Park Drive, Windsor, CO 80550 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$200,000, which includes a base amount of \$188,724 and a contingency of \$11,276. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Consultant. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Professional Responsibility**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

### **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

**VI. Independent Contractor**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

**VII. Insurance**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. Indemnification**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

### **IX. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.



## **Exhibit A Scope of Services**

### Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties associated with conducting a feasibility study for a future 25-acre recreation campus located near Weld County Road 5 and Colliers Parkway, as directed by the Town:

#### Staff, Community and Stakeholder Engagement:

- Consultant shall meet with Town staff on site to review possible amenities and/or constraints and receive direction regarding specific requirements.
- Consultant shall conduct outreach, research, and analysis to identify and evaluate community needs, priorities, and preferences for additional indoor and outdoor recreational amenities.
  - Engagement should include residents, representatives from Town advisory boards, partner organizations, and user groups to ensure a representative and equitable assessment.

#### Capacity and Timing Analysis:

- Consultant shall determine when the existing Erie Community Center and Erie Community Park are expected to reach capacity using participation data, demographic trends, and operational projections.
- Consultant shall establish a recommended timeframe for when an additional facility should come online to meet future demand.

#### Indoor Recreation Facility:

- Consultant shall develop several scope options addressing facility size, features, and cost if the study determines the need for an additional recreation facility.
  - Indoor amenities may include, but are not limited to, indoor sport courts, fieldhouse with turf area and support spaces, aquatics, fitness and wellness center, active adult space, licensed childcare, preschool and youth program space, flexible classrooms, or innovation/makerspace areas.

#### Outdoor Recreation Amenities:

- Consultant shall evaluate complementary outdoor amenities such as, but not limited to, lighted multi-use turf fields, soccer and baseball/softball fields, pickleball and tennis courts, basketball courts, playgrounds (including nature-

based and adaptive designs), restrooms, shelters, walking and biking trails, and potential community gathering spaces like amphitheaters, gardens, or splash pads.

#### Cost Estimation and Funding Readiness:

- Consultant shall provide preliminary construction cost estimates (order-of-magnitude level) for each facility and amenity option, including site preparation, building, utilities, and associated outdoor improvements. Include total project cost ranges appropriate for use in preparing a November 2026 ballot question, along with projected operating and maintenance costs and phasing options.
- Consultant shall provide high level conceptual drawings of recommended facility or amenity options. Concepts need to consider site access, parking, lighting, buffer requirements, setbacks, municipal code requirements, Town standards, site utilities, drainage, and pedestrian connectivity.
- Consultant shall prepare an operating pro forma detailing anticipated programming options, operational and maintenance costs for each alternative provided. The pro forma should also include an analysis of attendance estimates, fee structures, revenue generation projections, operation cost projections and long-term capital replacements/improvements.
- Consultant shall recommend and detail possible funding mechanisms and partnerships. Final report to be presented to the Town Council by staff and the Consultant.
- Consultant shall develop basic conceptual components for possible future recreation facility of above-mentioned components.
- Consultant shall research potential construction costs for possible expansion of above-mentioned components.
- Consultant shall research potential operational and maintenance costs for above-mentioned components.
- Consultant shall summarize financing options using existing community/customer surveys and other pertinent data.
- Consultant shall make any required modification to final study report based on input from above meetings.

#### Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

##### Feasibility Study Report:

- Consultant shall provide a comprehensive report summarizing study findings, community input, capacity analysis, facility concepts, financial analysis, and recommendations to support a 2026 ballot initiative.

Conceptual Plans and Visuals:

- Consultant shall provide two (2) conceptual site and facility layouts illustrating indoor and outdoor amenities, including floor plans, campus configurations, and cost ranges. Provide supporting graphics or renderings suitable for presentation.

Cost and Financial Analysis:

- Consultant shall provide capital and operating cost estimates for each concept, including lifecycle projections and summary of funding and phasing options.

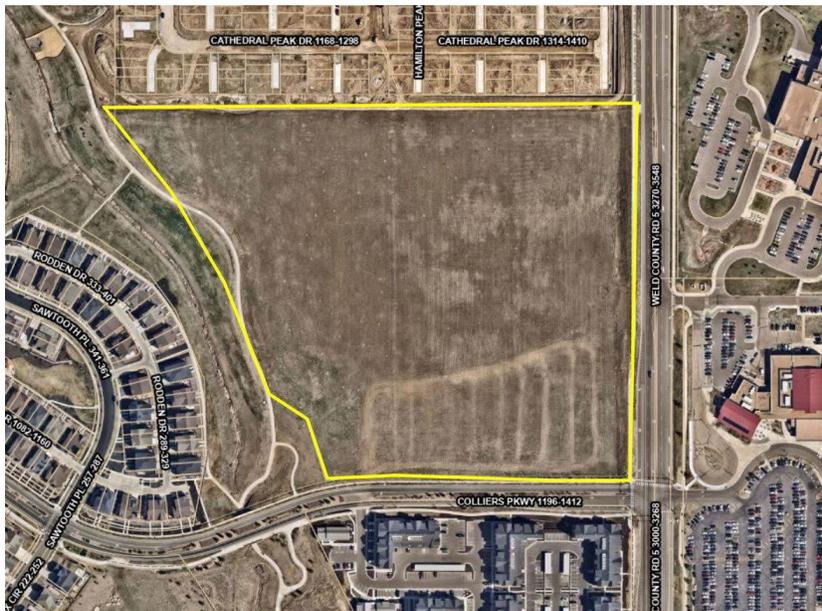
Funding and Implementation Strategy:

- Consultant shall provide recommended funding mechanisms, partnership opportunities, and a timeline supporting Town Council and ballot readiness.

Presentation and Submission Materials:

- Consultant shall provide presentation deck and summary materials for Town Council and community use, along with three (3) printed and bound copies and one (1) ADA-compliant digital version of the final report.
- Consultant shall attend two (2) Town Council meetings. One meeting shall be a study session and one meeting shall be a regular meeting to adopt the final report.

Future 25-Acre Recreation Campus Map:



The Services shall commence on the Effective Date and be completed by August 11, 2026.